

MAIL TO:

STATE OF UTAH
DIVISION OF PURCHASING
3150 STATE OFFICE BUILDING, CAPITOL HILL
P.O. BOX 141061
SALT LAKE CITY, UTAH 84114-1061
TELEPHONE (801) 538-3026
<http://purchasing.utah.gov>

Invitation to BidSolicitation Number: **RF5083**Due Date: **12/14/04 @ 2:00 P.M.**

Date Sent: November 23, 2004

Agency Contract

Goods and services to be

PROVIDE SOLID WASTE PICK UP/DISPOSAL SERVICES**Must Complete**

Company Name		Federal Tax Identification Number	
Ordering Address	City	State	Zip Code
Remittance Address (if different from ordering address)	City	State	Zip Code
Type <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government	Company Contact Person		
Telephone Number (include area code)	Fax Number (include area code)		
Company's Internet Web Address	Email Address		
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		
<p>The following documents are included in this solicitation: Solicitation forms, instructions and general provisions, Terms and Conditions, and specifications. <u>Please review all documents carefully before completing.</u></p> <p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes____ No____. If no, enter where produced, etc._____</p>			
Offeror's Authorized Representative's Signature		Date	
Type or Print Name		Position or Title	

**STATE OF UTAH
DIVISION OF PURCHASING**

Invitation to Bid

Solicitation Number: RF5083

Due Date: 12/14/04

Vendor Name:

Description
Provide solid waste pick up and disposal services as per the attached specifications. **** Pricing shall be provided on the attached sheet titled "Waste Disposal Bid Summary Sheet".

Changes or Modifications to Procurement:

Any changes or modifications to this solicitation will only be accomplished in written addendum sent from the Division of Purchasing. Any other form is not binding. Bidders submitting a bid on any information other than which is contained in this solicitation document, or any addendum thereto, do so at their own risk.

With questions regarding the specifications contact Shawn Delliskave at (801)284-0250.

Questions regarding the bid process (not related to the specifications) should be directed to Rosemary Frenchwood at (801)538-3147.

This is an Invitation to Bid, therefore, you may either hand deliver or mail in your bid response. Bid responses that are faxed in will NOT be considered.

This bid will result in an agency contract for a period of 3 years with 2 (1) one year renewal options.

Reference RX#: 200 59201-13

Commodity: 91027

INVITATION TO BID - INSTRUCTION AND GENERAL PROVISIONS

- 1. BID PREPARATION:** (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing quotation. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time is critical and must be adhered to as specified. (e) Wherever in this document an item is defined by using a trade name of a manufacturer and/or model number, it is intended that the words, "or equivalent" apply. "Or equivalent" means any other brand that is equal in use, quality, economy and performance to the brand listed as determined by the Division of Purchasing & General Services (DIVISION). If the vendor lists a trade name and/or catalog number in the bid, the DIVISION will assume the item meets the specifications unless the bid clearly states it is an alternate, and describes specifically how it differs from the item specified. All bids must include complete manufacturer's descriptive literature if quoting an equivalent product. All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) By signing the bid the vendor certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices quoted are correct. (g) This bid may not be withdrawn for a period of 60 days from bid due date.
- 2. SUBMITTING THE BID:** (a) The bid must be signed in ink, sealed in a properly-addressed envelope, and either mailed or delivered to the DIVISION OF PURCHASING, 3150 State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 by the "Due Date and Time." **The "Bid Number" and "Due Date" must appear on the outside of the envelope.** (b) Bids, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section R33-3-109. (c) **Your bid will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of bids to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the bid for consideration and approval by the DIVISION. Upon award of the contract, the shipping terms will be F.O.B. Destination, Freight Prepaid with freight charges to be added to the invoice unless otherwise specified by the DIVISION.
- 3. SOLICITATION AMENDMENTS:** All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.
- 4. PROPRIETARY INFORMATION:** Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for nondisclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any bid will not to be considered proprietary. Bids submitted may to be reviewed and evaluated by any persons at the discretion of the state.
- 5. SAMPLES:** Samples of item(s) specified in this bid, when required by DIVISION, must be furnished free of charge to DIVISION. Any item not destroyed by tests may, upon request made at the time the sample is furnished, to be returned at the bidder's expense.
- 6. WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.
- 7. DIVISION APPROVAL:** Purchase orders placed, or contracts written, with the state of Utah, as a result of this bid, will not to be legally binding without the written approval of the director of the DIVISION.
- 8. AWARD OF CONTRACT:** (a) the contract will to be awarded with reasonable promptness, by written notice, to the lowest responsible bidder that meets the specifications. Consideration will to be given to the quality of the product(s) to be supplied, conformity to the specifications, the purpose for which required, delivery time required, discount terms and other criteria set forth in this invitation to bid. (b) The bids are opened publicly in the presence of one or more witnesses. the name of each bidder, and the amount of the bid is recorded. Each bid, and the record, is open to public inspection. (c) The DIVISION may accept any item or group of items, or overall low bid. the DIVISION has the right to cancel this invitation to bid at any time prior to the award of contract. (d) The DIVISION can reject any and all bids. And it can waive any informality, or technicality in any bid received, if the DIVISION believes it would serve the best interest of the State. (e) Before, or after, the award of a contract the DIVISION has the right to inspect the bidder's premises and all business records to determine the holder's ability to meet contract requirements. (f) DIVISION does not guarantee to make any purchase under awarded contract(s). Estimated quantities are for bidding purposes only, and not to be interpreted as a guarantee to purchase any amount. (g) Utah has a reciprocal preference law which will to be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56 20.5 -20.6, Utah Code Annotated.
- 9. ANTI-DISCRIMINATION ACT:** The bidder agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also bidder agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.
- 10. DEBARMENT:** The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- 11. GOVERNING LAWS AND REGULATIONS:** All state purchases are subject to the Utah Procurement Code, Title 63 Chapter 56 U.C.A. 1953, as amended, and the Procurement Regulations as adopted by the Utah State Procurement Policy Board. These are available on the Internet at www.purchasing.utah.gov

ATTACHMENT A: STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **INDEMNITY CLAUSE:** The Contractor agrees to indemnify, save harmless, and release the State OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the Contractor's officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
8. **EQUAL OPPORTUNITY CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
9. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
10. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract.
11. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable

for any special purposes that the State has relied on the contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Contractor agrees that the contract will be a public document, and may be available for distribution. and Contractor gives the State express permission to make copies of the contract and/or of the response to the solicitation in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card.
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract:
1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-73, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. State Standard Terms and Conditions; 2. State Special Terms and Conditions; 3. Contractor Terms and Conditions.

(Revision date: Nov 21, 2003)

INVITATION TO BID
RX # 200 59201000013
SOLICITATION # RF5083

1. PURPOSE:

This is an invitation to bid, by the Department of Human Services/Division of Juvenile Justice Services (DHS/DJJS), to obtain a quality driven contract for **SOLID WASTE PICK UP AND DISPOSAL SERVICES** which will provide all labor, material, equipment needed to pick-up and dispose of solid waste and will also provide dumpsters at locations specified in this invitation to bid from the Department of Human Services/Division of Juvenile Justice Services, Correctional Facilities Program sites. DJJS has the discretion to award multiple contracts to different Bidders for different service areas or a comprehensive contract to service all areas.

2. AREAS TO BE SERVICED:

- a. Decker Lake Youth Center: 2310 West 2770 South, West Valley City, Utah 84119.
- b. Genesis Youth Center: 14178 South Pony Express Road, Draper, Utah 84020.
- c. Mill Creek Youth Center: 790 West 12th Street, Ogden, Utah 84404.
(Currently under existing agreement. Agreement expires 2/26/06.)
- d. Slate Canyon Youth Center: 1991 South State Street, Provo, Utah 84606.
- e. Wasatch Youth Center: 3534 South 700 West, Salt Lake City, Utah 84119.
- f. Weber Valley Detention Center: 5470 South 2700 West, Roy, Utah 84067.
- g. Lighting Peak Youth Center: 1955 South Dakota Lane, Provo Utah 84606

3. CONTRACT PERIOD: From 01 January 2005 to 31 December 2008 and may be renewable at the discretion of the DHS/DJJS Correctional Facilities for up to two years on a year to year basis. **Mill Creek Youth Center services will begin immediately upon cessation of current contract on 2/26/06 or upon earlier termination.**

4. INCLUDED IN THIS BID INVITATION:

- a. Specification
- b. Bid Summary Sheet
- c. Standard Terms and Conditions

5. MINIMUM REQUIREMENTS TO BID:

- a. One year or more of contracted Solid Waste Pick Up and Disposal Services.
- b. Supply a list of current references along with the types of facilities serviced. The list must contain a contact name, current phone number and fax number. References will be checked.
- c. Have you ever forfeited a contract(s)? No ___ Yes ___ If "Yes" please give the

- reason(s).
- d. Proof of business license is required with the bid submittal.

Itemized below are the specification detailed requirements to be followed in providing SOLID WASTE PICK UP AND DISPOSAL SERVICES. Failure to comply fully to all of the specifications may be basis for the automatic rejection and disqualification of the entire bid response. The facilities for which the services shall be provided are:

Decker Lake Youth Center: 2310 West 2770 South, West Valley City, Utah 84119.

Genesis Youth Center: 14178 South Pony Express Road, Draper, Utah 84020.

Mill Creek Youth Center: 790 West 12th Street, Ogden, Utah 84404.

Slate Canyon Youth Center: 1991 South State Street, Provo, Utah 84606.

Wasatch Youth Center: 3534 South 700 West, Salt Lake City, Utah 84119.

Weber Valley Detention Center:: 5470 South 2700 West, Roy, Utah 84067.

Lighting Peak Youth Center; 1955 South Dakota Lane, Provo Utah 84606

The specifications are minimum requirements and must be met in every respect unless otherwise specifically stipulated to in writing by the STATE OF UTAH, Department of Human Services, Division of Juvenile Justice Services, Office of Correctional Facilities, hereinafter referred to as the Division.

SPECIFIC STIPULATIONS

1. **Statement of Service Goals:** The Bidder shall furnish all labor, material, equipment, and supervision to satisfactorily perform the service of trash removal and disposal services on a weekly basis from six facilities that are administered by DHS/DJJS, Office of Correctional Facilities: Genesis Youth Center, Decker Lake Youth Center, Millcreek Youth Center, Slate Canyon Youth Center, Wasatch Youth Center, Weber Valley Detention Center, Lighting Peak Youth Center. **Mill Creek's starting date will begin February 27th, 2006 due to an existing contract that will expire then (earlier termination will result in sooner**

starting date). DJJS has the discretion to award multiple contracts to different Bidders for different service areas or a comprehensive contract to services all areas.

2. **Clientele to be Served:** Youth in the custody of DHS/DJJS living as residents and also staff that are located at six facilities ranging from a 50-bed facility to 100-bed facility. These facilities constitute secure care, detention, and work program facilities administered by the Office of Correctional Facilities: Genesis Youth Center, Decker Lake Youth Center, Millcreek Youth Center, Slate Canyon Youth Center, Wasatch Youth Center, Weber Valley Detention Center, Lighting Peak Youth Center.

3. **Description of Services :**

- a) The Bidder shall provide pick-up of the containers with the following pick-up schedule:

Decker Lake, 8-yard container, three times a week
Genesis, Two 8 yard containers, two times a week
Millcreek, Two 8-yard containers, three times a week
Slate Canyon, 8-yard container, two times a week
Weber Valley, 5-yard container, one time a week
Wasatch, 8-yard container, three times a week
Lighting Peak Youth Center, 8-yard container, once a week.

Removals will be scheduled on days designated by each DHS/DJJS facility. All removals should be performed between the hours of 7:00 a.m. - 4:00 p.m. If removal schedule occurs on a state holiday, the pick-up shall be completed on the following workday. It is understood and agreed that the monthly price will include any additional pick-ups necessitated by an overload of the container. No adjustments will be made to the monthly price unless such additional pick-ups exceed five per year. Past experience indicates this will not be necessary. In unusual circumstances, because of heavy usage, it may be required to have the container emptied on a day other than the scheduled pick-up day. Such schedule changes will be performed at no cost to the DHS/DJJS facilities.

- b) The Bidder shall clean up small particles of trash and debris scattered as a result of the operations on grounds, lawns, and roadways in the vicinity of the pick-up point.

- c) With the exception of inclement weather or state holiday, the Bidder shall pick-up containers on the schedule days. If the Bidder fails to collect on the specified date, without approval of the DHS/DJJS facility building and ground supervisor, then the Bidder shall receive exactly 10% less of the agreed upon fee per pick-up.
- d) The DHS/DJJS facilities will not be responsible in any way for damage to the Bidder's equipment kept in or near the building; or to the Bidder's employees' personal belongings brought onto DHS/DJJS facilities and premises.
- e) The personnel employed by the Bidder shall be capable and qualified in this type of work. As stated elsewhere, the Bidder shall be responsible for, among other things, all damage to DHS/DJJS facilities property resulting from these operations. Damage to the facilities buildings or any equipment by the activities of the Bidder's employees will fall into this category.
- f) DHS/DJJS facilities-owned containers such as GI cans, trash carts, etc. shall not be removed from the facilities premises.
- g) In furtherance of the DHS/DJJS environmental quality program the Bidder agrees that in the performance of the work under this contract the following:
 - (1) Bidder will fully comply with all local laws, ordinances, and regulations regarding sanitation and solid waste disposal.
 - (2) Bidder will not create any litter at loading locations, during any transportation, and or at disposal locations.
 - (3) Bidder will clean up hydraulic fluid leaks and/or spills caused by the Bidder's equipment while on DHS/DJJS's facilities and property. The clean up shall be in compliance with Federal EPA, state, and local regulations.
 - (4) Bidder agrees that solid waste will be collected, stored, and disposed of only at incinerators, landfills, or other facilities which are approved by EPA as being in conformance with existing Federal Regulations published in the Federal Register, Vol. 41, No. 31 Part 243, and in the Federal Register, Vol. 39, No. 158, Part

241, including any amendments.

- h) Selection of a certified disposal facility shall be the responsibility of the Bidder.
- i) Bidder will work with all DHS/DJJS facilities that are currently involved in a recycling program (such as Millcreek Youth Center). Bidder to help determine, if possible, cost savings by developing recycling program for solid waste at all DHS/DJJS facilities. This is an extra service that will be negotiated separately unless stipulated in the proposal.

4) **Facilities and Equipment:**

- a) The Bidder shall furnish all previously specified containers.
- b) A container shall be in place at all times, as one container is removed for disposal, an empty container shall be in place for use.
- c) The Bidder awarded this order shall identify all vehicles used in the performance of the services with the name of the Company.
- d) The security, control, and limitation of staff and resident movement in, to and from the trash container area is the responsibility of the DHS/DJJS facility staff.
- e) The Bidder will maintain all equipment in good operating condition.

5) **Personnel:**

- a) The Bidder shall require employees to comply with all State, Department, and Division policy and building regulations while on DHS/DJJS facilities and premises.

6) **Location:** Services are to be provided and billed individually at:

Decker Lake Youth Center
2310 W 2770 S
West Valley City Ut 84119

Wasatch Youth Center
3534 S 700 W
Salt Lake City Ut 84119

Genesis Youth Center
14178 S Pony Express Rd
Draper Ut 84020

Millcreek Youth Center
790 W 12th St
Ogden Ut 84404

Weber Valley Detention
5470 S 2700 W
Roy Ut 84067

Slate Canyon Youth Center
1991 S State St
Provo Ut 84606

Lightning Peak Youth Center
1955 South Dakota Lane
Provo Ut 84606

7) **Licensing:** The Bidder must meet all the requirements necessary to conduct waste management/trash collection in the State of Utah.

8) **Company Profile:**

- a) Date organized to provide waste management in institutional and correctional facilities.
- b) Corporate background and depth of support
 - number of employees
 - number of years doing business
- c) Describe contracts or business with other correctional facilities
 - client
 - date of original contract
 - type/size

WASTE DISPOSAL BID SUMMARY SHEET

RX # 200 59201000013

SOLICITATION # RF5083

AREAS TO BE SERVICED:	MONTHLY COST OF SERVICE	EXTRA PICK UPS
Decker Lake Youth Center 2310 W 2770 S West Valley City, UT 84119	\$_____	\$_____
Wasatch Youth Center 3534 S 700 W Salt Lake City, UT 84119	\$_____	\$_____
Genesis Youth Center 14178 S Pony Express Rd Draper, UT 84020	\$_____	\$_____
Mill Creek Youth Center 790 W 12 th St Ogden, UT 84404	\$_____	\$_____
Weber Valley Detention 5470 S 2700 W Roy, UT 84067	\$_____	\$_____
Slate Canyon Youth Center 1991 S State St Provo, UT 84606	\$_____	\$_____
Lightning Peak Youth Center 1955 South Dakota Ln Provo Ut 84606	\$_____	\$_____